

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 10/25/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with JRF Consulting, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a agreement between the City of Huntsville and JRF Consulting, L.L.C. for On-Call Professional Services, Project No. 65-13-SP02

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement is to provide consulting services for industrial and economic development recruitment. Account No. 23-6300-0811-8501

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: [Signature]

Date:

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **10/25/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **On-Call Professional Services**

Document Name: **JRF-On Call Professional Services-Project No. 65-13-SP02**

City Obligation Amount: **\$60,000.00**

Total Project Budget: **\$60,000.00**

Uncommitted Account Balance: **0**





Account Number: **23-6300-0811-8501**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		10/18/12
2) Legal		10/22/12
3) Finance 		10/22/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement between the City of Huntsville and JRF Consulting, L.L.C., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville, Alabama and JRF Consulting, L.L.C. for On-Call Professional Services, Project No. 65-13-SP02" consisting of four (4) pages and the date of October 25, 2012, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 25th day of October, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 25th day of October, 2012.

Mayor of the City of
Huntsville, Alabama

**AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE, ALABAMA
AND
JRF CONSULTING, L.L.C.
FOR ON-CALL PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into on this the 25th day of October, 2012, between, JRF CONSULTING, L.L.C., 216 West Side Square, Huntsville, Alabama, 35801 and the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (the "City").

WHEREAS, the City is interested in promoting its growth and economic development and desires to have its interests represented in the multiple economic development and industrial projects, and,

WHEREAS, JRF CONSULTING, L.L.C. has unique experience and expertise in the area of governmental representation before industrial and commercial corporations, and is willing to provide certain services to the City.

NOW, THEREFORE, in consideration of the wishes of both parties to enter into a mutually beneficial agreement, the parties hereto agree as follows:

1. **JRF CONSULTING, L.L.C. Responsibilities**

A. JRF CONSULTING, L.L.C., shall exclusively assist in the growth and economic development interests of the City, with particular emphasis in the following areas:

1. Assist City in pursuing opportunities that would lead to the growth and development within Huntsville.
2. Assist City in the TVA Certification and the Alabama Advanced Site Certification for future job development site(s).
3. Assist City in pursuing retail development for Huntsville, specifically the north and south corridor(s) of the City.
4. Assist City in other related growth and economic development opportunities.
5. Advise City in important developments within the Madison County area and consult the City in appropriate actions.

President of the City Council of the City of
Huntsville, Alabama

Date: _____

6. Advise and assist with future annexation requests and integration into the City's Land Planning efforts.
 7. Assist in the development of any future legislative action in regards to economic development for the betterment of Huntsville and the region.
- B. JRF CONSULTING, L.L.C. shall communicate directly with the Mayor, the Director of Economic Development, and the Director of Urban Development monthly to report on issues covered by the scope of this agreement.

2. City Responsibilities

City shall compensate JRF CONSULTING, L.L.C. as follows for services rendered under this Agreement:

- A. JRF CONSULTING, L.L.C.'s fees shall be set at TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per hour for the duration of the contract. The total sum of payment for the said time of services shall not exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00). The City shall direct the services to be rendered on this contract at an on-call basis.
- B. Any and all expenses incurred by JRF CONSULTING, L.L.C. in performance of its obligations under this contract shall be the sole responsibility of JRF CONSULTING, L.L.C. City shall not reimburse JRF CONSULTING, L.L.C. for any such expenses.

3. Term

This Agreement shall commence on the 1st day of November, 2012, and will continue until the balance of the contract fee is exhausted or 31st day of January, 2013, except that City reserves the right to terminate this agreement, in its sole discretion and without cause, on thirty (30) days' notice.

4. Confidentiality

JRF CONSULTING, L.L.C. understands and acknowledges that it may become privy to certain confidential information as a result of its representation of the City. JRF CONSULTING, L.L.C. hereby agrees it will not divulge such confidential information, except in accordance and approval of the City.

5. **Conflict of Interest**

JRF CONSULTING, L.L.C. agrees not to represent, consult with, or provide similar services, either directly or indirectly, to any person or entity that would be adverse to the interests of the City on growth efforts and economic development, during the term of this Agreement.

6. **Reporting Requirements**

JRF CONSULTING, L.L.C. shall comply with all applicable laws, statutes, codes or regulations concerning its activities conducted pursuant to this Agreement.

7. **Assignment**

JRF CONSULTING, L.L.C. shall not assign this Agreement without prior written consent of the City.

8. **Amendment**

JRF CONSULTING, L.L.C. acknowledges that it may be beneficial to the City to modify the scope of this agreement during the term identified hereinabove, and agrees to cooperate with the City in providing a scope of services that serves the City's best interests in the event that additional economic development opportunities arise which necessitate a modified approach.

9. **Integration**

This Agreement constitutes the entire agreement between the parties and cannot be altered or amended except in writing and signed by both parties. The rights and obligations of this Agreement shall extend to and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date and year written below.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____

Tommy Battle

Its: Mayor

ATTEST:

By: _____

Charles E. Hagood

Its: Clerk-Treasurer

JRE CONSULTING, L.L.C.

By: *Dallas M. Forster*

Its: President

ATTEST:

By: *Marydell Hollingsworth*

Its: Engineering Procurement & Contracts Assistant